

NON-DISCLOSURE AGREEMENT

This Non-disclosure Agreement (hereinafter referred to as “**Agreement**”), which shall be effective as of the later date of execution below (“**Effective Date**”), is entered into by and between the State Lottery Commission of Indiana (hereinafter, “**Commission**” or “**Lottery**”) and _____ (hereinafter, “**Interested Party**”) (collectively, the “**Parties**”) and governs the obligations of the Parties and their respective affiliates as well as their Representatives, Authorized Representatives, and Team Members (all as defined herein). The individual signing this Agreement on behalf of Interested Party represents and warrants on behalf of him/herself that he/she is authorized to enter into this Agreement and that this Agreement is binding and effective as to the Interested Party and its affiliates.

WHEREAS, the Commission, with guidance and assistance from the Indiana Finance Authority (“**IFA**”), has released a Request for Expressions of Interest (“**RFEI**”) soliciting preliminary expressions of interest from private entities and/or consortia concerning a possible contractual relationship with the Lottery, pursuant to which the contractor would assist in the Commission’s operations by integrating a wide variety of functions and services for the purpose of materially growing net income (the “**Integrated Services Agreement**”);

WHEREAS, the Parties desire to enter into preliminary discussions concerning a possible Integrated Services Agreement, during the course of which Interested Party may learn, acquire, observe or discern proprietary, trade secret, and/or other confidential information of the Lottery;

WHEREAS, Interested Party requires access to such information in order to conduct reasonable due diligence only for the purposes of evaluating a possible transaction with the Commission, fully participating in the RFEI process, and preparing for potential participation in an anticipated Request for Information process (“**RFI**”); and

WHEREAS, the Parties agree that the Lottery’s confidential information should be protected pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Interested Party hereby agrees as follows:

I. Definitions

As used in this Agreement, the terms:

“**Authorized Representative**” means any Representative of Interested Party or of Team Members who needs to know and/or have access to the Evaluation Material for the purpose of evaluating a possible Integrated Services Agreement with the Commission, participating in the RFEI process, and/or submitting a proposal to enter into an Integrated Services Agreement.

“**Evaluation Material**” means any information concerning the Lottery (whether prepared or furnished by the Commission, the IFA, their Representatives or otherwise) which is provided

(whether electronically, orally or in writing) at any time prior to the final execution of an Integrated Services Agreement. The term “Evaluation Material” does not include information that (i) is already in Interested Party’s possession, provided that such information is not known by Interested Party to be subject to another confidentiality agreement with or other obligation of secrecy to the IFA, the Commission or another party; or (ii) becomes generally available to the public other than as a result of a disclosure by Interested Party, our Representatives or our Team Members; or (iii) becomes available to Interested Party on a non-confidential basis from a source other than the IFA, the Commission or their Representatives, provided that such source is not known by Interested Party to be bound by a confidentiality agreement with or other obligation of secrecy to the IFA, the Commission or another party.

“**Person**” shall be broadly interpreted to include, without limitation, any corporation, limited liability company, partnership, other entity or individual.

“**Representative**” means, as to any Person, such Person’s affiliates and its and their directors, officers, employees, partners, agents, advisors (including, without limitation, financial advisors, legal counsel and accountants) and controlling persons (within the meaning of the Securities Exchange Act of 1934, as amended).

“**Team Members**” shall mean Persons with whom Interested Party or an affiliated entity has entered, or intends to enter, into a joint venture or similar relationship for the purposes of evaluating a possible Integrated Services Agreement with the Commission, participating in the RFEI process, and/or submitting a proposal to enter into an Integrated Services Agreement, which joint venture or other relationship shall be evidenced in writing to the satisfaction of the Commission, the IFA, and/or their advisors.

II. Duration of this Agreement

The covenants by Interested Party contained in this Agreement shall begin on the Effective Date and shall be and remain effective, binding and enforceable against the Interested Party. The covenants contained herein shall be in addition to, and shall be interpreted and enforced in conjunction with, any similar covenants of Interested Party contained in any other instrument or document, and in the event of any conflict between such covenants the more restrictive covenant shall control.

III. Use and Disclosure of Evaluation Material

Interested Party agrees to receive the Evaluation Material only for the purposes of evaluating a possible transaction with the Commission, fully participating in the RFEI process, and preparing for potential participation in an anticipated RFI process. Interested Party acknowledges and agrees that the Evaluation Material (a) possesses independent economic significance, (b) contains information that is confidential and trade secret in nature, and (c) is the sole and exclusive property of the Lottery. Interested Party agrees to hold in trust and to safeguard the Evaluation Material and shall not, without the prior written consent of the IFA or the Lottery, either (i) use the Evaluation Material to the detriment of the Lottery or to the competitive advantage of Interested Party, or (ii) except as specifically provided in this Agreement, disclose

the Evaluation Material to any other firm, person, corporation, association, or entity for any reason or purpose whatsoever. No license is hereby granted to Interested Party, or otherwise implied by estoppel or otherwise, with respect to any property right of the Lottery, presently existing or acquired in the future, for any use of or interest in the Evaluation Material.

Notwithstanding the foregoing, Interested Party may, subject to the limitations herein, disclose Evaluation Material to Authorized Representatives. Interested Party may also disclose Evaluation Material to the extent necessary to comply with applicable laws or regulations or with an order issued by a court or regulatory body with competent jurisdiction; provided that: (a) Interested Party shall provide prompt written notice of such requirement to the IFA and the Commission so that the Commission may seek a protective order or other appropriate remedy, and (b) Interested Party shall use commercially reasonable efforts to obtain a protective order or other appropriate remedy, to the extent available, with respect to such Evaluation Material. In the event that such protective order or other remedy is not obtained, Interested Party agrees to furnish only that portion of the Evaluation Material that Interested Party is advised by written opinion of counsel is legally required to be disclosed and to exercise commercially reasonable efforts to obtain assurances that confidential treatment will be accorded such Evaluation Material.

Interested Party agrees to be responsible for: (i) any actions or failures to act by any of its Representatives or Authorized Representatives that are not in accordance with this Agreement; and (ii) ensuring that all Authorized Representatives agree in writing to abide by the terms of this Agreement.

IV. No Representation or Warranty; Limitation of Liability

Interested Party understands that neither the IFA nor the Commission, nor any of their Representatives have made or make any representation or warranty as to the accuracy or completeness of the Evaluation Material. Interested Party agrees that neither the IFA, nor the Commission, nor any of their Representatives shall have any liability to Interested Party or any of its Representatives or Team Members resulting from the use of or reliance on the Evaluation Material.

V. Return of Documents

In the event that Interested Party does not submit a proposal to enter into an Integrated Services Agreement with the Commission, or in the event Interested Party's proposal is rejected or otherwise does not prevail, Interested Party shall promptly upon request by the IFA or the Commission return to the IFA or the Commission all written Evaluation Material and any other written material containing or reflecting any information in the Evaluation Material and will destroy or return to the IFA or Commission any copies, extracts or other reproductions (including electronic or digital copies, extracts or other reproductions) in whole or in part of such written material. All documents, memoranda, notes and other writings (including those in electronic and/or digital form) whatsoever prepared by Interested Party or Team Members (including their respective Representatives) that are in whole or in part based on or derived from the information in the Evaluation Material shall be destroyed. Interested Party will certify such

destruction in writing to the IFA or the Commission by an authorized officer supervising such destruction; provided, however, Interested Party shall have no obligation to destroy any Evaluation Material, or other materials prepared by Interested Party or Team Members (including their respective Representatives) relating to the potential Integrated Services Agreement contemplated herein, to the extent Interested Party or Team Members are required by law, regulation or rules of any applicable securities exchange to retain such materials, in which event Interested Party shall archive such materials in a manner consistent with the record retention procedures used by Interested Party to protect and preserve its own confidential information.

VI. No Legal Obligation

Interested Party agrees that unless and until a definitive Integrated Services Agreement between the Commission and Interested Party has been fully executed and delivered, the Commission and the IFA will not be under any legal obligation of any kind whatsoever with respect to such an Integrated Services Agreement by virtue of this or any written or oral expression with respect to such a transaction by any of their Representatives. This Agreement is not a commitment by either Party to enter into any transaction, nor is it an inducement to spend funds or expend resources.

VII. Exculpation and Indemnification

Interested Party agrees to indemnify, defend and hold the IFA, the Commission and their Representatives harmless against any and all losses, claims, damages, liabilities, and expenses (including attorney's fees) suffered or incurred in connection with or as a result of any breach by Interested Party, Team Members or their respective Representatives of any obligations under this Agreement or related to, arising out of or in connection with the potential Integrated Services Agreement. Further, Interested Party agrees that neither the IFA, nor the Commission, nor any of their Representatives shall have any liability to Interested Party or to any other Person asserting claims on behalf of or in right of Interested Party as a result of any matter associated with the Integrated Services Agreement.

VIII. Legal Remedy

Interested Party acknowledges and agrees that any breach of this Agreement by the Interested Party would cause irreparable harm to the Lottery and the Lottery would not have an adequate remedy at law available to it. As a result, in the event Interested Party breaches or threatens breach of any provision of this Agreement, the Lottery shall be entitled to seek and obtain immediate and permanent injunctive and other relief, including temporary restraining orders and/or preliminary injunctive relief to restrain or enjoin any such breach. These remedies are in addition to all other legal relief for damages available to the Lottery, including court costs, attorneys' fees and expenses of pursuing available remedies. The remedies provided herein shall be cumulative and not exclusive. The Lottery's failure to exercise or delay in exercising any remedy at any time shall not operate as a waiver of the right of the Lottery to exercise any remedy for the same or subsequent breach at any time thereafter.

IX. Miscellaneous

The paragraph captions herein are for the convenience of reference only and shall not be deemed to limit or otherwise affect any of the provisions hereof.

This Agreement shall be governed by, and construed in accordance with the laws of the State of Indiana, without regard to the conflict of law principles thereof. Interested Party agrees to submit to the exclusive jurisdiction and venue of the state and federal courts located in Marion County, Indiana, for any action arising out of this Agreement.

This Agreement is binding upon and inures to the benefit of each of the Parties and their respective successors and assigns.

This Agreement may be amended only in a writing signed by authorized representatives of both Parties.

This Agreement represents the entire agreement of the Parties regarding the subject matter hereof and supersedes any and all previous understandings, commitments or agreements, whether oral or in writing, between the Parties with respect to the subject matter hereof.

No failure or delay by the IFA or the Commission in exercising any of its rights, powers or privileges under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege under this Agreement.

Interested Party may not assign or otherwise transfer this Agreement, or any of the rights, duties or obligations hereunder (in whole or in part), without the express written consent of the IFA and the Commission.

Although not a Party to this Agreement, the IFA is an intended third party beneficiary of the Agreement.

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall not affect the other part of that provision or the other provisions of this Agreement which shall remain in full force and effect.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Lottery and Interested Party have caused this Agreement to be signed by their duly authorized respective officers:

State Lottery Commission of Indiana

By: _____

Name: _____

Title: _____

Date: _____

Interested Party:

By: _____

Name: _____

Title: _____

Date: _____